DECLARATION OF GERALD ARMSTRONG

I, Gerald Armstrong, declare:

1. I am the defendant and cross-complainant in the case of Church of Scientology of California v. Gerald Armstrong, Los Angeles Superior Court No. C420153. I have been involved in litigation with various Scientology entities, hereinafter referred to as "the organization," since 1982. Until December 1986 I was represented in this litigation by the law firms of Flynn, Joyce & Sheridan (now Flynn, Sheridan & Tabb) in Boston, Massachusetts and Contos & Bunch in Woodland Hills, California. Michael Flynn, my attorney in Armstrong was the prime mover in much of the organization-related litigation throughout the U.S.

2. The legal battle waged by the organization was abusive, menacing and debilitative. The organization sued Mr. Flynn or his firm many times, filed countless false sworn statements about Mr. Flynn and me, and attempted to frame both of us and bring false criminal charges against us.

3. At the beginning of December 1986 an agreement was reached in Los Angeles between the organization and Mr. Flynn to settle most of the cases in which he had been involved either as counsel or party. I was then working in the Flynn, Joyce & Sheridan firm, so was aware that settlement talks were occurring, and I had reached an agreement with Mr. Flynn on a monetary figure to settle my lawsuit with the organization. Such talks had occurred a number of times over the prior four years.

4. On December 5 I was flown to Los Angeles, as were several other of Mr. Flynn's clients with claims against the organization, to participate in a "global settlement." After my arrival in LA I was shown a copy of a document entitled "Mutual Release of All Claims and Settlement Agreement,"

hereinafter referred to as "the settlement agreement," and some other documents, which I was expected to sign.

5. The settlement agreement, attached hereto as Exhibit A, has now become a public document, and it and its effects are issues in various lawsuits now pending. I am making this declaration to explain why I signed such a patently offensive document, to clarify what my present legal situation is regarding the agreement and the organization, and to assist in the resolution of the Scientology conflict. I am waiving the attorney-client privilege between Mr. Flynn and me only as to our conversations concerning the settlement agreement and the settlement.

6. Upon reading the settlement agreement draft I was shocked and heartsick. I told Mr. Flynn that the condition of "strict confidentiality and silence with respect to [my] experiences with the [organization]" (settlement agreement, para. 7D), since it involved over seventeen years of my life, was impossible. I told him that the "liquidated damages" clause (para. 7D) was outrageous; that pursuant to the settlement agreement I would have to pay $50,000.00 if I told a doctor or psychologist about my experiences from those years, or if I put on a job resume what positions I had held during my organization years. I told Mr. Flynn that the requirements of non-amenability to service of process (para. 7H) and non-cooperation with persons or organizations adverse to the organization (paras. 7G ,10) were obstructive of justice. I told him that I felt that agreeing to leave the organization's appeal of the decision in Armstrong and not respond to any subsequent appeals (para. 4B) was unfair to the courts and all the people who had been helped by the decision. I told Mr. Flynn that an affidavit the organization was demanding that I sign along with the settlement agreement was false. The document, which I do not have, stated, inter alia, that my

disagreements with the organization had been with prior management and not with the then current leadership. In fact there had been no management change and I had the same disagreements with the organization's "fair game" policies and actions which had continued without change up to the time of the settlement. I told him that I was being asked to betray everything and everyone I had fought for against organization injustice.

7. In answer to my objections to the settlement agreement Mr. Flynn said that the silence and liquidated damages clauses, and anything which called for obstruction of justice were not worth the paper they were printed on. He said the same thing a number of times and a number of ways; e.g., that I could not contract away my Constitutional rights; that the conditions were unenforceable. He said that he had advised the organization attorneys that those conditions in the settlement agreement were not worth the paper they were printed on, but that the organization, nevertheless, insisted on their inclusion in the settlement agreement and would not agree to any changes. He pointed out the clauses concerning my release of all claims against the organization to date and its release of all claims against me to date (paras. 1, 4, 5, 6, 8) and said that they were the essential elements of the settlement and were what the organization was paying for.

8. Mr. Flynn also said that everyone was sick of the litigation and wanted to get on with their lives. He said that he was sick of the litigation, the threats to him and his family and wanted out. He said that as a part of the settlement he and all co-counsels had agreed to not become involved in organization-related litigation in the future. He expressed a deep concern that the courts in this country cannot deal with the organization and its lawyers and their contemptuous abuse of the justice system. He said that if I didn't sign the documents all I had to look forward to was more years of

harassment and misery. One of Mr. Flynn's other clients, who was in the room with us during this discussion, yelled at me, accusing me of killing the settlement for everyone, and that everyone else had signed or would sign, and everyone else wanted the settlement. Mr. Flynn said that the organization would only settle with everyone together; otherwise there would be no settlement. He did agree to ask the organization to include a clause in my settlement agreement allowing me to keep my creative works relating to L. Ron Hubbard or the organization (para. 7L).

9. Mr. Flynn said that a major reason for the settlement's "global" form was to give the organization the opportunity to change its combative attitude and behavior by removing the threat he and his clients represented to it. He argued that the organization's willingness to pay us substantial sums of money, after its agents and attorneys had sworn for years to pay us "not one thin dime" was evidence of a philosophic shift within the organization. I argued that the settlement agreement evidenced the unchanged philosophy of fair game, and that if the organization did not use the opportunity to transform its antisocial nature and actions toward its members, critics and society I would, a few years hence, because of my knowledge of organization fraud and fair game, be again embroiled in its litigation.and targeted for extralegal attacks.

10. Regarding the affidavit the organization required that I sign, Mr. Flynn said that the "disagreement with prior management" could be rationalized as being a disagreement with L. Ron Hubbard, and since Mr. Hubbard had died in January 1986 it could be said that I no longer had that disagreement. Mr. Flynn said that the organization's attorneys had promised that the affidavit, which all the settling litigants were signing, would only be used by the organization if I began attacking it after the settlement, and

since I had no intention of attacking the organization the affidavit would never see the light of day.

11. During my meeting with Mr. Flynn in Los Angeles I found myself facing a dilemma which I reasoned through in this way. If I refused to sign the settlement agreement and affidavit all the other settling litigants, many of whom had been flown to Los Angeles in anticipation of a settlement, would be extremely disappointed and would continue to be subjected to organization harassment for an unknown period of time. I had been positioned in the settlement drama as a deal-breaker and would undoubtedly lose the support of some if not all of these litigants, several of whom were key witnesses in my case against the organization. Although I was certain that Mr. Flynn and my other lawyers would not refuse to represent me if I did not sign the documents I also knew that they all would view me as a deal-breaker and they would be as disappointed as the other litigants in not ending the litigation they desperately wanted out of. The prospect of continuing the litigation with unhappy and unwilling attorneys on my side, even though my cross-complaint was set for trial within three months, was distressing. On the other hand, if I signed the documents, all my co-litigants, some of whom I knew to be in financial trouble, would be happy, the stress they felt would be reduced and they could get on with their lives. Mr. Flynn and the other lawyers would be happy and the threat to them and their families would be removed. The organization would have the opportunity they said they desired to clean up their act and start anew. I would have the opportunity to get on with the next phase of my life and the financial wherewithal to do so. I was also not unhappy to at that time not have to continue to testify in all the litigation nor to respond to the media's frequent questions. If the organization continued its fair game

practices toward me I knew that I would be left to defend myself and I accepted that fact. So, armed with Mr. Flynn's advice that the conditions I found so offensive in the settlement agreement were not worth the paper they were printed on, and the knowledge that the organization's attorneys were also aware of that legal opinion, I put on a happy face and the following day went through the charade of a videotaped signing.

12. Before signing the settlement agreement I also consulted with another attorney who advised me that the agreement, including the liquidated damages clause, to have any validity must be reciprocal. He stated that if any agent of the organization said anything to anyone concerning my experiences in the organization or about my case the organization was liable to me for $50,000.00 for each such instance.

13. In my declaration of March 15, 1990 I detailed my post-settlement involvement with the organization and what I knew of its attempts to enforce by threat the settlement agreement conditions and its acts against me in violation of the letter and spirit of the agreement. At paragraph 44 of the declaration I recount a telephone call to me from organization attorney Larry Heller on November 20, 1989 in which he stated that the organization had signed a non-disclosure agreement as I had and had lived up to its agreement. In the motion dated October 31, 1989 of Author Services, Inc. to prevent the taking of my deposition in the case of Bent Corydon v. Church of Scientology International, Inc., et al. Los Angeles Superior Court No. C694401 (Exhibit D to my 3-15-90 declaration), Mr. Heller states: "One of the key ingredients to completing these settlements, insisted upon by all parties involved, (emphasis in original) was strict confidentiality respecting: (1) the Scientology parishioner or staff member's experiences within the Church of Scientology; (2) any knowledge possessed by the

Scientology entities concerning those staff members or parishioners; and (3) the terms and conditions of the settlements themselves."

14. I filed the March 15 declaration on March 23 as an exhibit to a document entitled "Defendant's Reply To Appellants' Opposition To Petition For Permission To File Response and For Time" in the California Court of Appeal, Second Appellate District, Division Four in the case of Church of Scientology of California, Appellants v. Gerald Armstrong; Bent Corydon, Appellee; Civ. No. B 038975. On the motion of Mr. Corydon, a present litigant against the organization, Los Angeles Superior Court Judge Bruce R. Geernaert, on November 9, 1988 unsealed the Armstrong court file, which had been sealed since the settlement, allowing Mr. Corydon and his attorneys to examine and copy the file for use in his litigation. The organization appealed Judge Geernaert's ruling, filing an opening brief on October 11, 1989. The organization based its argument that the court file should remain sealed on its averment that "[a]n integral, indispensable part of [the] settlement was the sealing of the court's record." (Appellants Brief, p4). On March 1, 1990 I filed a document entitled "Defendant's Petition For Permission To File and For Time To File" (3-15-90 Declaration, Exhibit Q), requesting permission to file a response to the organization's appeal. On March 6 the organization filed "Appellants' Opposition To Defendant's Petition For Permission To File Response and For Time To File," attached hereto as Exhibit B. In its argument for denial of my request to file a response the organization asserted that "the sealing of the file was an essential part of the settlement agreement, pursuant to which Mr. Armstrong received a substantial sum of money in settlement of his cross-complaint." (Opp. p2) My reply to the organization's opposition is attached hereto as Exhibit C. On April 9, 1990 in a letter to the Clerk of the Supreme Court of

California the Clerk of the Court of Appeal for the Second Appellate District requested that the B038975 appeal be transferred from Division Four to Division Three. The Division Three Court already had before it the case of Church of Scientology of California v. Gerald Armstrong, Civ. No. B025920, the organization's appeal of the Los Angeles Superior Court's 1984 decision (3-15-90 Declaration, Ex. A) in the case brought against me in 1982. On March 9, the Division Three Court had granted a similar "Petition For Permission To Respond" I had filed in that appeal, and on July 9 my attorney, Michael Walton, filed a respondent's brief on my behalf. On October 16 the Division Three Court granted my petition to respond in the B038975 appeal.

15. The 3-15-90 declaration was also filed on March 19, 1990 as an exhibit to a motion, attached hereto as Exhibit D, brought by Mr. Corydon "for an order directing non-interference with witnesses and disqualification of counsel" in Corydon, supra. On March 27 the organization filed an opposition, attached hereto as Exhibit E, to Mr. Corydon's motion, supported by, inter alia, a declaration of attorney Lawrence Heller dated 3-27-90, attached hereto as Exhibit F, and a declaration of Kenneth Long dated 3-26-90, attached hereto as Exhibit G. At paragraph 13 of his declaration Mr. Heller states: "13. The confidentiality provisions of the Armstrong Settlement Agreement are nor (sic) reciprocal in nature. Mr. Armstrong does have duties of confidentiality under the terms of the Armstrong settlement and paragrapg (sic) 10 appears to be an accurate recitation of those duties. However, there are no reciprocal duties of confidentiality under the terms of the Armstrong Settlement Agreement that apply to any of the Church parties in the settlement. 14. An important part of the Armstrong settlement was that the Church was not bound by the same confidentiality provisions as

Armstrong and that the Church parties remain free to comment upon and use information pertaining to Mr. Armstrong's experiences in the Church of Scientology. At the time of the Armstrong settlement, information from Mr. Armstrong was being used in a number of cases around the world. It was important to the Church parties to the Armstrong settlement that they remain free to defend themselves against allegations supported by information originating from Armstrong prior to the settlement. I discussed this aspect of the confidentiality provisions the (sic) settlement agreement with Armstrong's counsel, Michael J. Flynn, during my settlement negotiations with him in 1986 and it was clearly understood by both sides of the negotiations that the confidentiality provisions were not to be reciprocal. Any assertions to the contrary now being made by Amrstrong (sic) are false." Mr. Long states in his declaration at paragraph 5: " There is no provision in the settlement agreement with Armstrong which would prohibit CSC from using information obtained through litigation with Armstrong in seeking legal remedies for wrongs committed by third parties." The organization's opposition (Ex. E) states at p. 14 that "an important part of the Settlement Agreement revolved around the continuing ability of the Church to refute the often bizarre allegations made by Mr. Armstrong. Thus, this issue was addressed during the settlement negotiations, with the result that no (emphasis in original) clause was included in the agreement preventing the Church from such action."

16. In his 3-27-90 declaration Mr. Heller, in response to my 3-15-90 declaration in which I recount the three telephone conversations we had in October and November 1989, also avers that "[a]t no time did I threaten him with a lawsuit, speak to him in a threatening manner or even mention a lawsuit. The Court should note Armstrong never says I threatened him with

litigation in his declaration. (emphasis in original). .... However, to my recollection, all of this took place during the course of one (1) telephone conversation." (Ex. F. paras. 10,11) The organization's opposition (Ex. E) states at p. 11: "Even if Gerald Armstrong's declaration....were fully (emphasis in original) truthful (which it is not -- see Declaration of Lawrence E. Heller attached) (parens in original), the acts ascribed to Mr. Heller in his discussions with Armstrong must be construed as ethical and legal. Regardless, as can be seen from the Declaration of Lawrence E. Heller attached hereto, Heller recalls having only one (emphasis in original)(1) telephone call with Armstrong wherein he did, in fact, offer to provide him with an attorney to represent him at his deposition, which Armstrong promptly refused. Mr. Heller did not (emphasis in original) offer to have his client pay for that attorney or offer to indemnify Armstrong for sanctions which might be imposed (sanctions were never discussed) (parens in original)." The opposition also states that "Armstrong nowhere in his declaration indicates Heller threatened him with litigation." (Ex. E, p.12)

17. In his 3-26-90 declaration Kenneth Long repeats the proof he propounded in his affidavits (3-15-90 Dec. Exs. F,G,H,J,K) filed in 1987 in the case of Church of Scientology of California v. Russell Miller & Penguin Books Limited in the High Court of Justice in London, England, Case no. 6140, that I "had knowingly violated orders issued by Los Angeles Superior Court." Mr. Long states (Ex. G, para. 3) that : "[t]aken together, my October, 1987 affidavits demonstrate that:

a. In August, 1982, Armstrong was ordered by Judge John L. Cole to surrender certain documents and materials to the custody of the Clerk of the Los Angeles Superior Court.

b. Armstrong later attested on numerous occasions, that he had surrendered all such documents and materials, and that he had none in his possession.

c. In January, 1987, following settlement of Scientology (sic) of California ("CSC"), Armstrong turned over to CSC all Church-related documents in his possession. I personally inspected the documents turned over by Armstrong, and found a number of copies of the documents which Armstrong had previously sworn that he had surrendered to the Clerk of the Court.

d. Based on my discovery of these documents, I concluded that Armstrong had intentionally perjured himself on numerous occasions, and had as well knowingly violated orders issued by judges at all levels ranging from the Los Angeles Superior Court to the Supreme Court of the United States."

Mr. Long then explains that his "affidavits, therefore, were required to detail the elements of the breach of confidence claim against Miller and Penguin, and the claim could not have been brought without explaining the underlying actions taken by Armstrong."

18. At paragraph 7 of the 3-15-90 declaration I state that during our conversation of October 25, 1989 Mr. Heller "said I had a contractual obligation to the organization, which it had paid a lot of money for, not to divulge confidential information, and that if I answered (deposition questions about such things as L. Ron Hubbard's misrepresentations) I would have breached the settlement agreement and may get sued." At para. 44 of the 3-15-90 declaration I state that "Mr. Heller reiterated at the end of our conversation that if I start to testify, for example about the Hubbard biography project, or things he and the organization consider irrelevant, they

will carefully examine their rights as to what action they will take." At para 51 I state that "[o]n February 15, 1990 I received a telephone call from attorney Michael Tabb, a partner of Michael Flynn, who said that he had been called by Larry Heller who told him that the organization considered I had violated the settlement agreement by being in the courthouse to be served in Yanney, that they intended to prove it, and that I would be sued." (See also para. 48 where I describe being served with a trial subpoena in the case of Religious Technology Center, et al. v. Joseph Yanney, LASC No. C690211.) In a declaration I executed on March 26, 1990, a copy of which is attached hereto as Exhibit H, I describe at para 4 another instance of threatened litigation from Mr. Heller. "On March 21 I spoke by telephone with attorney Michael Flynn, counsel of record in Armstrong, who said that he had been called by Mr. Heller two or three weeks before. Mr. Heller told Mr. Flynn that I was sitting in the courtroom in the Yanney trial and that if I testified in Yanney I would be in violation of the settlement agreement and I would be sued. Mr. Heller asked Mr. Flynn to call me and tell me not to testify. Mr. Flynn said no. The day I had been present at the Yanney trial was March 5, 1990."

19. On April 4, 1990 I was served with a subpoena duces tecum applied for by Author Services, Inc. and Bridge Publications, Inc., two organization entities, a copy of which is attached hereto as Exhibit I, ordering my production of any sound recordings or other records I possessed of my telephone conversations with Mr. Heller, at a deposition in Corydon on April 24. Toby Plevin, Mr. Corydon's attorney, had apparently stated at the hearing of the motion for an order directing non-interference with witnesses (see para. 15) that I had a recording of my side of one or more of my conversations with Mr. Heller. Ms. Plevin had already scheduled my

deposition, which had been the subject of the organization's motion of October 31, 1989 to prevent its being taken (see para.13), for April 24 and 25. The deposition went forward on those days and I produced for the organization my notes of Mr. Heller's telephone conversations with me of October 23 and 25 and November 20, 1989, attached hereto as Exhibits J, K and L respectively,and a cassette recording of my side of the November 20, 1989 conversation, a transcript of which is attached hereto as Exhibit M. I can translate and interpret the scrawled notes if called upon to do so. It is my opinion that the notes and transcript show that my account in the 3-15-90 declaration of my communications with Mr. Heller is accurate.

20. In the 3-15-90 declaration at para. 30 I stated that "I consider that [Kenneth] Long's assertions of what documents were sealed, when they were sealed and where they originated are erroneous, and his conclusion that I had violated the Los Angeles Superior Court's sealing orders fallacious." Mr. Long based his proof that I had violated the sealing order on three "Helen O'Brien letters," which were among the documents delivered to the Court by my attorneys in September 1982, hereinafter referred to as the "Armstrong documents." Mr. Long found among the documents I delivered to the organization in January 1987 pursuant to the settlement agreement photocopies of the three letters. He concluded that I had retained copies of the letters when the Armstrong documents had been delivered to the Court where they remained until the settlement. And he concluded that, because Mr. Miller had copies of the same Helen O'Brien letters, I had violated the Court's sealing orders. I first saw the three letters, I believe in 1980, in Los Angeles in the possession of Helen O'Brien, who had been a major figure in Hubbard's organization in the United States in the early 1950's. They were part of a collection of documents I arranged to purchase from Ms. O'Brien for

L. Ron Hubbard's archives. After purchasing all of the Helen O'Brien documents I copied them and provided them to Omar Garrison in 1981 for his use in the Hubbard biography project. Some of them I retrieved from Mr. Garrison in the summer of 1982 and sent to my attorneys in anticipation of their need in litigation with the organization. These were the Armstrong documents. Prior to selling her documents to the Hubbard archives Ms. O'Brien allowed a collector of Hubbardinia, Jamie Macuuchi (sp?), who had also wanted to purchase her collection, to copy them. The copies Mr. Macuuchi made were recopied and distributed to many people, including, as shown in the Long affidavits filed in Miller, supra, Mr. Newman, Mr. Caven-Atack and Mr. Miller. In 1986 I was also sent a copy of the Macuuchi/O'Brien letters, and these were included as Mr. Long states in the documents I delivered to the organization in January 1987. I believe that the facts in this matter show that I complied with the LA Superior Court's orders and any sealing order issued by any court up to the Supreme Court of the United States, and that I fulfilled my part of the settlement agreement.

21. Attached hereto as Exhibit N is a copy of a "final adverse ruling" dated July 8, 1988 from the Internal Revenue Service to The Church of Spiritual Technology denying its application for tax exempt status. At page 3 of the ruling, which cites several times to Armstrong, the IRS states:

"In support of the protest (protest conference was held in January 1987) to our initial adverse ruling, we were supplied with copies of affidavits dated December 4, 1986, from Gerald Armstrong and Laurel Sullivan. Ms. Sullivan was the person in charge of the MCCS project (the organization's Mission Corporate Category Sort-out, the purpose of which was to devise a new organizational structure to conceal L. Ron Hubbard's continued control). The affidavits state that the new church management

'seems to have returned to the basic and lawful policies and procedures as laid out by the founder of the religion, L. Ron Hubbard.' The affidavits conclude as follows: 'Because of the foregoing, I no longer have any conflict with the Church of Scientology or individual members affiliated with the Church. Accordingly I have executed a mutual release agreement with the Church of Scientology and sign this affidavit in order to signify that I have no quarrel with the Church of Scientology or any of its members.'" Fortunately the IRS did not give much weight to the affidavits, which had been used by one of the organization's spinoff corporations (COST) in immediate violation of the promise of Mr. Flynn that they would not be so used (para. 10 supra), stating at page 4 of its ruling that "[t]he fact that Mr. Armstrong and Ms. Sullivan elected to settle their personal differences with Scientology does not detract from the relevance of the statements they previously made concerning Mr. Hubbard's use of Scientology organizations to serve his private interest."

22. During the April 24 and 25, 1990 deposition in Corydon I was shown and authenticated several documents, copies of three of which, all declarations filed in Armstrong, are attached hereto as Exhibits O, P and Q. The declarations and their exhibits deal mainly with three major organization subjects: a. the use by the organization of supposedly confidential statements made by individuals undergoing organization therapy (auditing) against the individuals; b. obstruction of justice; c. "fair game", pursuant to which the auditing confidentiality violations and the obstruction of justice are carried out. Fair game is the name given by L. Ron Hubbard to his philosophy of opportunistic hatred directed at anyone he didn't like. Over his entire adult life he used hatred and acts which flow from hatred (lying, cheating, stealing, compromising, entrapping, obstructing,

bullying, blackmailing, destroying) as the solution to his problems -- with doctors, psychologists, government agencies, the courts, critics, his family and innocent individuals. The people who have replaced Mr. Hubbard since his retirement from active management employ the same philosphy of opportunistic hatred in dealing with the problems they inherited from him and those they created newly as they employed his fair game solution. I have been the target of Hubbardian fair game for many years and have a deep understanding of the philosophy and acts which flow from it. In truth I do not represent the slightest threat to the organization. I do, however, represent a threat to fair game by being willing to be its target. The organization will exist long after fair game is renounced and gone. The organization as a hate group cannot last because fair game is such a silly and ineffective philosophy. Fair play is a better deal.

23. Exhibit O is a declaration I executed on October 11, 1986 to show that the organization had violated the LA Superior Court's orders in Armstrong to produce the files its intelligence bureau maintained on me. The declaration details years of fair game operations directed at me and the organization's obstruction of legitimate discovery concerning the operations.

24. Exhibit P is a declaration I executed on November 1, 1986 and filed in support of an opposition to the organization's motion for summary adjudication. The declaration lays out my knowledge from 1969 through 1986 of the fraud of promised sanctity of information divulged in auditing and the actual use made of this information pursuant to fair game.

25. Exhibit Q is a declaration I executed on November 18, 1986 and filed in support of an opposition to the organization's motion to continue the trial of my cross-complaint which was then set for January 19, 1987. The declaration, which is the last I prepared prior to the December 1986

settlement, deals with the organization's obstruction of justice, acts of opportunistic hatred, and the alteration of my life by its acts.

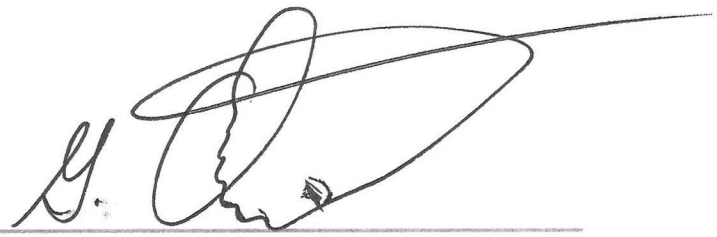
26. The Armstrong court file contains overwhelming proof that L. Ron Hubbard lied about his past, his status, his credentials, his health, his philosophy, the efficacy of his therapy, and his intent. The file contains overwhelming proof of fair game in action through this year, of the violations of auditing sanctity at least through 1986, and of organized obstruction of justice on a massive scale to this date. It contains the story of an individual of no particular power or position who spoke out against the lies and against fair game. It is a story of intelligence operations, black propaganda, threats, acts of violence, spiritual and psychological perversions, and bad apples from the lawyer barrel. It contains a picture of what may happen to anyone of no particular power or position who dares to speak out against lies and fair game. The contents of the file are relevant to anyone who was drawn into the organization, either as a client or as a staff member, by any representation made by the organization. The contents of the file are relevant to anyone who has ever undergone auditing (and everyone in the organization does) and to anyone who is considering becoming involved with the organization. The contents are relevant to anyone involved in litigation with the organization or seeking to correct the organization's abuses. The file is relevant to the media, sociologists, psychologists, courts, law enforcement, and legislatures.

27. The organization was given a period of years following the settlement to clean up its act. The other settling litigants and I honored our agreements, removing ourselves as threats and allowing the organization the opportunity to change its combative attitude and behavior (see para 9, supra). It did not use its opportunity for anything but opportunism. Since

the settlement it has itself flagrantly violated court sealing orders, its lawyers have threatened me with lawsuits, it has continued its black propaganda attack on me, it has filed false affidavits about me, and it has used my good will to obstruct justice in countless courts. It is my opinion that full disclosure, including the unsealing of the Armstrong file and the publication of this and my other declarations, will not harm the organization in the least. It is my opinion that full disclosure will relieve the organization of the burden of concealing its fair game philosophy and its past, and relieve it of its unfounded fear of what disclosure might portend. And disclosure will eliminate possible further fair game acts to prevent disclosure. It is my opinion that there need not be hostility to achieve peace.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 25th day of December, 1990, at Sleepy Hollow, California.



Gerald Armstrong